

SECTION NO. 11

SPECIAL PROVISIONS – PAVING AND DRAINAGE SPECIFICATIONS

11-1 PURPOSE OF SPECIAL PROVISIONS:

The project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, as it may be amended from time to time, hereinafter referred to as the *Standard Specifications*.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to *TxDOT Items* in this contract shall mean items in the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as published by the Texas Department of Transportation in 1993. Metric projects will refer to the 1995 edition. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

5/03

11-2 SCOPE OF WORK:

- A. The work governed by these specifications is located in the city of Arlington, Texas and consists of _____, City of Arlington Project No. _____, including all necessary appurtenances.
- B. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. The Contractor shall provide, at his own expense, all construction staking required to perform the work as described in the plans and specifications. All control staking will be performed by the City. The Contractor shall set excavation and fill stakes on or near the right-of-way, all stakes necessary for utility relocation and storm drain placement, four foot (4') off-set back of curb stakes for subgrade stabilization and paving, and intermediate grade stakes (i.e. blue topping, fill, or cut stakes) on the centerline. All staking shall be subject to inspection by the City. While the City shall have the right to inspect, it shall

have no duty to inspect. The Contractor will be responsible for any discrepancies from the plan alignment and/or grade.

Calendar days will not be adjusted due to the lack of available crews or due to the negligence of the contractor or vandalism that causes the replacement of stakes.

Any provision of the agreement vesting in the City or the engineer the right of inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained and described, and no such provision shall be interpreted as vesting the City of Arlington or engineer the right to control the details of work.

- D. The Contractor will maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Arlington shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Arlington may orally require immediate removal of an employee for cause, to be followed by written confirmation.

9/04

11-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Arlington as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, payment and maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Arlington. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.

2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.
3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation	Statutory Limit
Employer's Liability	\$100,000 Each Occurrence
	\$100,000 Disease - Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement.)	\$1,000,000 Per Occurrence
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Automobile Liability Insurance

Commercial Auto Liability Policy (including coverage for owned, hired, and non-owned autos)	\$ 500,000 Combined Single Limit
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Umbrella Liability

(Following Form and Drop Down Provisions Included)	\$2,000,000 Each Occurrence
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B. It is agreed by all parties to this contract that the insurance required under this contract shall:

1. Be written with the City of Arlington as an additional insured.
2. Provide for thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Arlington, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:
 - a. Department of Public Works
Attention: Jill R. House, P.E., Assistant Director

City of Arlington
P.O. Box 90231
Arlington, TX 76004-3231
 - b. Risk Manager
City of Arlington
P.O. Box 90231
Arlington, TX 76004-3231

C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Arlington or the City of Arlington's property might be responsible or encumbered (less amounts withheld by City of Arlington) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Arlington, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Arlington, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by

the City of Arlington. If a subcontractor refuses to furnish a release or waiver required by the City of Arlington, the Contractor may furnish a bond satisfactory to the City of Arlington to indemnify the City of Arlington against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Arlington all money that the City of Arlington may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity. 5/03

11-4 INDEMNIFICATION: Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its officials, officers, agents, employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of property occasioned by error, omission, or negligent act of Contractor, his officers, agents, employees, subcontractors, invitees or any other persons, arising out of or in connection with the performance of this contract, and Contractor will at his or her own cost and expense defend and protect City of Arlington from any and all such claims and demands.

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Arlington and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Arlington, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Arlington from the consequences of City of Arlington's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts or other employee benefit acts.

12/00

11-5 ADDENDUM: This section has been moved to "Instructions to Bidders." 02/01

11-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of **calendar** days allowed to substantially complete this project. Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed. Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Arlington. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Arlington _____ (\$_____) for each **calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Arlington and Contractor that _____ (\$_____) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

1/95

11-6A BONUS: Should the Contractor substantially complete the contract prior to the time specified in this contract, the Contractor will be awarded a bonus. Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed, including seeding and landscaping. That bonus shall be in the amount of _____ (\$_____) for each **calendar** day remaining upon the completion of the contract. However in no case shall the Contractor's bonus exceed _____ (\$_____) times half the **calendar** days set out in the bid documents for the project.

6/95

11-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION: The engineer will furnish the Contractor a monthly statement on forms furnished by the City, showing number of calendar days during the month, the number of calendar days allowed in the contract and the calendar days remaining under the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement.

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a critical path method (CPM) chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted

time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.

Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

1st Month - Reduction = 30% X work performed (Month Only)

2nd Month - Reduction = 40% X work performed (Month Only)

3rd Month - Reduction = 50% X work performed (Month Only)

Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The

Contractor shall conduct his operations so as to impose a minimum interference to traffic. 12/00

11-7A SATURDAY OR CITY HOLIDAY INSPECTION

Any contractor requiring the services of an Inspector on Saturdays or City of Arlington holidays will be charged a flat rate of \$40.00 per hour for inspection services. In addition, the Contractor will also be required to deliver a non-refundable \$100.00 deposit to the City Secretary's Office by 1:00 p.m. on the preceding workday.

Following the performance of inspection services, an invoice will be prepared and mailed to the contractor via the U.S. Postal Service. The \$100.00 deposit will be deducted from the total invoice amount. All invoices must be paid in order for the Contractor to receive the retained funds at the termination of a project, and/or to receive a final project acceptance.

The Contractor will be charged only for the hours worked. If the Contractor works only 2.5 hours, no invoice will be generated (2.5 hours x \$40 = \$100 deposit already received). If an Inspector watches several projects and the remitted deposits equal or surpass the amount needed to pay for his or her hours, no invoices will be delivered. However, if the \$100.00 deposit is delivered and the contractor is unable to work for any reason, including weather, the \$100.00 fee will not be refunded.

Construction Services management will determine the appropriate number of Inspectors necessary and which Inspectors will work on each Saturday or Holiday.

No money will be exchanged in the field.

SUMMARY OF PROCESS

1. Contractor delivers \$100.00 non-refundable deposit to the City Secretary's Office before 1:00 p.m. the working day prior to the Saturday or Holiday that is to be worked.
2. Contractor works desired number of hours and is invoiced at \$40.00 per hour for the number of hours worked by the Inspector minus the previously remitted \$100.00 deposit.
3. Contractor pays invoice that he receives in the mail.

Overtime during the work week is not subject to any of the requirements listed above unless it falls on a Holiday. Night time tie-ins are also exempt from these rules when they are done in an effort to reduce the impact of water outages to our customers.

WORK PERFORMED WITHOUT BENEFIT OF INSPECTION

If a deposit is not delivered by 1:00 p.m. one workday prior to the Saturday or Holiday that is to be worked, the contractor will not be able to work on that Holiday or Saturday. The consequences of work being performed without the benefit of inspection on Saturdays or Holidays will be the removal of all work performed without the appropriate inspection, as determined by the Construction Services Manager. Any time that work is being performed on bid items, work that

supports bid items, or work that requires lane closures, an Inspector must be present. If there is ever any question as to what requires inspection, please check with the assigned Inspector, Inspector Supervisor, or Construction Services Manager. General clean-up and similar items of work that have no direct pay attached can be performed without the benefit of inspection.

HOLIDAY SCHEDULE

The Holiday provisions of this process apply to the following City of Arlington holidays:

- » Martin Luther King Day (third Monday in January)
- » President's Day (third Monday in February)
- » Good Friday (Friday preceding Easter)
- » Thanksgiving Friday (Friday after Thanksgiving Day)
- » Christmas Eve (December 24)

The Holiday provisions of this new process do not apply to the Holidays listed below. These Holidays will be observed and no work will be permitted except in the most extreme circumstances and with prior approval from the Construction Services Manager.

- » New Year's Day (January 1)
- » Memorial Day (Last Monday in May)
- » Independence Day (July 4)
- » Labor Day (First Monday in September)
- » Thanksgiving Day (Fourth Thursday in November)
- » Christmas Day (December 25)

Any holidays falling on Saturday will be observed on the preceding Friday. Any holidays that fall on Sunday will be observed on the following Monday. 7/05

11-8 DELAYS: The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Arlington or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Arlington makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or

method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Arlington shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Arlington as to the time of such performance and the delay of City of Arlington in fulfilling such requirement shall not result in liability of any kind on the part of City of Arlington except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract. 7/89

11-9 MONTHLY ESTIMATE: Monthly estimates shall be processed as specified by the COG Specs., Item 109.5.1 MONTHLY ESTIMATE, except that the Monthly Estimate will be processed according to one of the following schedules:

Prepare Estimate	Payment Due Contractor
25th - 30th*	15th Following Month
5th - 10th	25th Same Month
15th - 20th	5th Following Month

* For February, the estimate shall be prepared the 23rd - 28th.

The Contractor shall be notified of the project's monthly estimate schedule with the authorization to begin work. 6/03

11-9A RIGHT TO AUDIT: CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits. 3/03

11-10 PREVAILING WAGE RATES: The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Arlington for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred. 7/96

11-11 CONSTRUCTION WATER: Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current rate for the meter at the Customer Services Office -- 101 West Abram, 1st Floor of the City of Arlington Municipal Building, prior to picking up the meter. There will be a fee and deposit for furnishing the meter. These meters will be furnished by the City of Arlington and will be picked up at the City of Arlington Water Utilities Field Operations Building -- 1100 S.W. Green Oaks Boulevard. The meter will be read and billed each month in accordance with the current Customer Services Policy. Any damage that occurs to the meter during this time will be repaired by the City of Arlington at the expense of the Contractor. The cost of the repairs will be deducted from the deposit and the remaining deposit returned to the Contractor. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Violators will be subject to arrest. If the meter is set on a fire hydrant, a valve will be provided so that the flow of the water is not controlled by the operating nut on the fire hydrant. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 5 of this contract.

12/00

11-12 DETOURS AND BARRICADES: The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including

advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the CITY OF ARLINGTON WORK AREA TRAFFIC CONTROL MANUAL and/or the latest edition of the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or his/her authorized representative. All barricades, signs, pavement markings, and hours of restrictions shall conform to and be set in accordance with the CITY OF ARLINGTON WORK AREA TRAFFIC CONTROL MANUAL. Unless otherwise approved by the engineer or his/her authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "Traffic Control Device Detail," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate. 10/02

11-13 SALES TAX EXEMPTION: The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly. 6/94

11-14 ACCESS TO PRIVATE PROPERTIES: The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the

engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate. 10/02

11-14A CRUSHED ROCK BAD WEATHER PROTECTION: During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. Daily tickets will be submitted and signed by the inspector or his representative no later than one (1) week after delivery. Any tickets not submitted within this time frame or signed by the inspector shall not be paid.

NOTE: The use of flex base as a means to detour traffic or maintain two lanes of traffic will not be paid under this item.

The tons in the bid quantity is a rough estimate as the actual amount used will be determined by the need for temporary and/or emergency access during construction. 12/00

11-15 USE OF PRIVATE PROPERTY: The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. The Contractor shall not at any time use water metered by meters set for the property owners use without written permission of the property owner. Contractor is responsible for any and all damages to private property used for construction purposes. 12/00

11-16 PROTECTION OF THE PUBLIC: (COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to

public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The City of Arlington reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Arlington shall be deducted from monies due or to become due to the Contractor. 7/03

11-17 PROTECTION OF ADJACENT PROPERTY: The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways. 12/00

11-18 TESTING: The Assistant Director of Public Works, as he/she deems necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City except as specifically noted within this Special Provision. The failure of the City to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Arlington.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete which does not meet the requirements of the contract documents. 5/03

11-19 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

1/95

11-19A MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES: Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

6/92

11-20 EXISTING UTILITIES: The Contractor shall make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense. The Contractor shall contact the proper utility representative for questions or coordination of construction related to existing utilities.

10/04

11-20A DUTY OF AN EXCAVATOR RELATING TO EXCAVATION OPERATIONS THAT MAY DAMAGE UNDERGROUND FACILITIES:

- A. A person who intends to excavate shall notify a one call notification center not earlier than the 14th day before the date the excavation is to begin or later than the 48th hour before the time the excavation is to begin, excluding Saturdays, Sundays, and legal holidays. Provided, however, if an excavator makes a Saturday notification, the excavator may begin the excavation the following Tuesday at 11:59 a.m. unless the intervening Monday is a holiday. If the intervening Monday is a holiday, the excavator may begin the excavation the following Wednesday at 11:59 a.m.
- B. The notice required under this section shall include:
1. the name of the person serving the notice;
 2. the location of the proposed area of excavation, including:
 - a. the street address, if available, and the location of the excavation at the street address; or
 - b. if there is no street address, an accurate description of the excavation area using any available designations such as the closest street, road, or intersection;
 3. the name, address, and telephone number of the excavator or the excavator's company;
 4. the excavator's field telephone number, if one is available;
 5. the starting date and time, and the anticipated completion date of excavation; and
 6. a statement as to whether explosives will be used.
- C. To have a representative present during the excavation, the utility owner shall contact the excavator and advise the excavator of the utility owner's intent to be present during excavation and confirm the start time of the excavation. If the excavator wants to change the start time, the excavator shall notify the operator to set a mutually agreed-to time to begin the excavation. 12/00

11-21 PROTECTION & CLEANING OF EXISTING SEWERS: If the contractor, through carelessness or negligence, obstructs the flow of any existing sanitary sewer or deposits any materials in the sanitary sewer within the limits of the project, the contractor shall provide the necessary equipment and labor (or hire a subcontractor approved by City of Arlington Water Utilities Field Operations) to clean and televise the affected sewers. The limits of the sewer lines to be cleaned and televised will be determined by Water Utilities Field Operations staff. The identified lines shall be cleaned within 48 hours of notification. After cleaning, the contractor

shall televise and videotape the sewer line. Video tapes shall be delivered to Arlington Water Utilities South Service Center, 1100 SW Green Oaks Blvd., so they can be reviewed and approved for acceptance of the cleaning work. 12/04

11-22 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES: In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation. 12/00

11-23 RIGHT-OF-WAY PREPARATION: Right-of-way preparation shall be in accordance with C.O.G. Specification Item 203.3, General Site Preparation. "Preparing right-of-way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum bid for this item shall not exceed 10 percent of the total amount bid for the entire project. A prorated portion of the lump sum bid shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain. 7/03

11-24 ROADWAY EXCAVATION: All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the C.O.G. SPECIFICATIONS, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Arlington in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

The placement and compaction of fill material in roadway fill areas on this project shall be measured by the cubic yard in place and paid separately from roadway excavation as specified in the item "Compacted Roadway Fill & Embankment". It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances. 7/03

11-25 UNCLASSIFIED STRUCTURAL EXCAVATION: The excavation for the construction of the inlets, box culverts, and junction boxes is not classified. Payment for the excavation shall be subsidiary to the unit price bid for each structure in the bid proposal. 8/89

11-26 SITE GRADING: All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.

Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.

No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item. 8/89

11-27 COMPACTED ROADWAY FILL & EMBANKMENT: All compacted roadway fill and embankments constructed on this project shall be in accordance with the C.O.G. SPECIFICATIONS, Division 200, 203.7, "Embankment", except as amended herein or as shown on the plans.

All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. Each lift shall be tested before a subsequent lift is allowed to be placed. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits and to dispose of any excess material not needed for constructing embankments to the established grade, shape of the typical sections shown on the plans, and detailed sections or slopes. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

The placement and compaction of fill material in roadway and embankment areas on this project shall be measured and paid for separately from the "Roadway Excavation". However, no separate payment will be made for the disposal of excess materials as mentioned above. Measurement for compacted roadway fill and embankment shall be

for in-place embankment after compaction to the density specified on the plans. Measurement shall be in cubic yards as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section.

The price bid per cubic yard for "Compacted Roadway Fill and Embankment" shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the embankment, including cost of water, sprinkling, wetting, and rolling in accordance with the plans and specifications. 7/03

11-27A BORROW: There is insufficient material from the street excavation to complete all fills as shown on the construction plans. Therefore, it is the Contractor's responsibility to locate a suitable source of select borrow material for completing the fills on the project. Prior to using any offsite borrow material, the material must be approved by the City of Arlington. The following will be required prior to approval:

- A. The Contractor must obtain a written, notarized certification from the landowner of each proposed borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials.
- B. The Contractor shall provide adequate testing to determine that the borrow source material is not contaminated with hazardous or toxic materials. The geotechnical engineer performing the testing for the Contractor shall notify the City in writing of his/her approval of the material. No recycled soil will be allowed for use on this project without prior consent from the engineer.
- C. Based on geotechnical testing performed on existing soil from the project site, a lime/cement application rate has been determined for subgrade stabilization as set forth in these Special Provisions. The quantities included in the PROPOSAL are based on the determined application rate. Before using any offsite borrow material for subgrade purposes, the Contractor shall provide necessary testing to determine the lime/cement application rate for the proposed borrow material. The results of these tests shall be submitted to the City in writing by the geotechnical engineer performing the testing for the Contractor. If the lime/cement application rate required for the offsite borrow material is greater than the rate specified in these Special Provisions, the Contractor shall be responsible for the cost of the additional lime/cement required or locate an alternative borrow source. If the application rate required for the borrow material is less than the rate specified in these Special Provisions, the Contractor will be paid for the actual quantity of lime/cement used on the project.
- D. The Contractor shall provide testing (ASTM D 698) to determine the optimum density and moisture content for the borrow material if used as treated subgrade.

- E. The borrow material shall be tested for the presence of soluble sulfates. Any soil with a content of soluble sulfate in excess of 2000 ppm will not be approved.
- F. No organic material, trash, debris, trees, clippings or other deleterious material will be allowed in offsite borrow material. 12/00

11-28 FILLING: Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.

Equipment for compacting fills shall be sheepsfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Arlington's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.

No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.

Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.

If, in the opinion of the City of Arlington's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Arlington's laboratory before placing succeeding layer or adjacent sections.

No recycled soil will be allowed for use on this project without prior consent from the engineer. 12/00

11-29 DRAINAGE: Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed. 10/90

11-30 REMOVAL ITEMS: On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Arlington will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. 12/00

11-31 HYDRATED LIME: The hydrated lime to be used on this job shall conform to COG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. 7/03

11-32 LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges, 1993, Item 216. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be eight (8") inches below finished grade and full width will be that distance from one (1') foot behind the back of curb on each side of the roadway.
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Arlington, Texas.

1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Arlington.
2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.
3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. *The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11-32. NO additional payment shall be made when this additional lime application is required.*
5. For the final remix the subgrade shall be re-scarified to a depth of six (6") inches and pulverized until all material conforms to the following:

Passing 1" Sieve	100%
Passing #4 Sieve	60%

Final compaction shall be accomplished in two (2) three (3") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24

hours of passing density tests. This is subsidiary to the lime stabilization item.

- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Arlington's Environmental Management Division at (817) 459-6550 during City Hall working hours and to the Arlington Fire Department Dispatcher (817) 543-5920 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item. 2/02

11-32A MODIFIED LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges, 1993, Item 216. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be eight inches (8") below finished grade and full width will be that distance from one foot (1') behind the back of curb on each side of the roadway.

After the roadway has been scarified, but before adding lime, water shall be applied to the subgrade and the soil shall be kept at or above the optimum moisture content for 72 hours prior to adding lime. If the subgrade is naturally at or above the optimum moisture content this step can be deleted. This will be paid for at the unit price bid for adding moisture to subgrade in the PROPOSAL.

- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Arlington, Texas.
1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Arlington.

2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.
3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two inch (2") sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 96 hours (4 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. *The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not completed within 168 hours (7 days) measured from day one (1) of the initial application then an additional lime application will be required. The additional lime application amount shall be 50% of the original total application rate and shall be added to the lime treated subgrade in accordance with section 11-32A. NO additional payment shall be made when this additional lime application is required.*
5. For the final remix the subgrade shall be re-scarified to a depth of six inches (6") and pulverized until all material conforms to the following:

Passing 1" Sieve	100%
Passing #4 Sieve	60%

Final compaction shall be accomplished in two (2) three inch (3") lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. The compacted subgrade shall then be cured until 240 hours (10 days) have elapsed from day one (1) of the initial application. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.

6. Any subgrade exhibiting heave shall be brought to the attention of the engineer or inspector and these areas will be evaluated. The engineer or inspector will be given five (5) days to make a decision on which areas

will require additional treatment. Areas that require additional treatment shall then be re-scarified to a depth of six inches (6") and additional lime slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply 50% of the original application rate. The distributor or water truck will be equipped with an agitator to keep the slurry in consistent mixture. Compensation for this additional work will be paid by the ton at the unit price bid for hydrated lime and by the square yard at the unit price bid for subgrade preparation.

- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Arlington's Environmental Management Division at (817) 459-6550 during City Hall working hours and to the Arlington Fire Department Dispatcher (817) 543-5920 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization items. 12/00

11-32B EcSS 3000® STABILIZATION OF SUBGRADE:

- A. Prior to beginning any EcSS 3000® treatment, the subgrade shall be brought to the required line, grades and cross-section in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation Standard Specification for construction of Highways, Streets and Bridges, 1993, Item 216. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be eight inches (8") below finished grade and full width will be that distance from one foot (1') behind the back of curb on each side of the roadway. To control proper mixing and mitigate the potential for runoff, one-half of the roadway, either left or right of the centerline, shall be mixed and compacted first before the other half is worked.
- C. EcSS 3000® will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day.
1. EcSS 3000® and water shall be combined to form a mixture for the EcSS 3000® application. One gallon of EcSS 3000® to 300 gallons of water will produce the satisfactory mixture. The chemical and water shall be mixed by first filling the approved distributor or water truck with a side sprayer half full with water and then pumping and metering the appropriate amount of EcSS 3000® into the tank. Then fill the remainder of the tank with water.

2. The chemical/water mixture will be applied with the approved distributor or water truck with a side sprayer by making multiple passes, if necessary, to apply the correct amount of EcSS 3000®. The correct amount shall be a minimum of one gallon of EcSS 3000® for each 100 square yards of 8-inch final lift thickness. The distributor or water truck will be equipped with an agitator to keep the chemical/water mixture consistent and mixed.
 3. Mixing with a pulvimixer will immediately follow the chemical/water application until 100% of all material will pass a two inch (2") sieve. Compaction shall be accomplished in one lift, to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points.
- D. Containers of undiluted EcSS 3000® shall not be stored on-site for longer than seven calendar days. When on-site, the undiluted chemical shall be within a bermed area or provided with another means of secondary containment. All transfer, dilution, and mixing shall occur within a spill containment area. Adjacent storm drain inlets shall be blocked to prevent spills from entering the storm drain system. Transfer of the product and dilution of the product shall be accomplished with a metering pump. The mixture concentration shall be equal to or more dilute than the manufacturer's standard recommended dilution ratio. Dilution and transfers using buckets, dippers or similar measures are not allowed. Workers accomplishing the transfer and dilution shall comply with applicable portions of Occupational Safety and Health Standards (29CFR1910.1000).

No EcSS 3000®, either concentrated or diluted to application strength, shall be allowed to enter the storm drain system or a natural waterway. The chemical/water mixture shall be applied in a manner that prevents puddling and runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Arlington's Environmental Management Division at (817) 459-6550 during City Hall working hours and the Arlington Fire Department Dispatcher, (817) 543-5920, during evenings and weekends. The spill shall be contained, neutralized, cleaned-up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to other bid items.

In addition, a curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons per square yard within 24 hours of passing density tests. This is subsidiary to the EcSS 3000® stabilization item.

12/00

11-33 FLEXIBLE BASE: All flexible base shall be in accordance with Item 247 of the 1993 edition of the Texas Department of Transportation Standard Specifications for the Construction of Highways, Streets, and Bridges.

Type "A" Grade 1 Flex Base shall be used as subgrade material under the proposed HMAC pavement. An acceptable alternative to Type "A" Grade 1 Flex Base is crushed concrete. Crushed concrete shall be categorized as Type "D" Grade 1 Flex Base. Flex Base shall be thoroughly compacted and placed to a depth specified on the plans.

Type "A"

Crushed or Broken Aggregate	Retained on Sq. Sieve	%
	1 3/4 in.	0
	7/8 in.	10 - 35
	3/8 in.	30 - 50
	No. 4.....	45 - 65
	No. 40.....	70 - 85
	Max LL.....	35
	Max PI.....	10
	Wet Ball Mill, Max Amt.....	40
	Max Increase in passing No. 40.....	20

Payment for Flexible Base shall include all materials, labor, equipment, hauling and placement. Measurement shall be compacted in-place plan quantities by the square yard to the thickness specified on the plans.

Daily tickets will be submitted by the Contractor and signed by the inspector or his representative no later than one week after delivery of the flexible base. 12/95

11-34 CONCRETE CURB AND GUTTER: Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Arlington will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with C.O.G. Section 305.1. All loose material between the form will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification. 7/03

11-35 EPOXY BONDING AGENT: Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval. 10/95

11-36 HOT MIX ASPHALTIC CONCRETE:

A. **PAVING MIXTURES:**

1. **Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TXDOT Bulletin C-14 and TXDOT Test Method Tex-204-F and tested in accordance with TXDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TXDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform with the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
2. **Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TXDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture determined in accordance with TXDOT Test Method Tex-207-F should have the following percent of maximum theoretical density as measured by TXDOT Test Method Tex-227-F and stability conforming to TXDOT Test Method Tex-208-F:

<u>Optimum Density Range</u>	<u>Stability, Percent</u>
95 to 97 Percent	Not Less than 42

3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TXDOT Test Method Tex-200-F (Dry

Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B"	Percent Aggregate
(Fine Grade Binder of	by Weight or Volume
Leveling-up Course)	

Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D"	Percent Aggregate
(Fine Grade Surface Course):	by Weight or Volume

Passing ½" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10	11 to 32
Total retained on No. 10 sieve.....	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TXDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TXDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than

the respective tolerances and shall be within the limits specified for master grading.

5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B"	Percent Aggregate
(Fine Grade Binder of Leveling-up):	by Weight or Volume

Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D"	Percent Aggregate
(Fine Graded Surface Course):	by Weight or Volume

Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.

1. Asphaltic concrete should be placed and compacted to contain not more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.

Initial testing will be the responsibility of the City of Arlington. Any retest will be the responsibility of the Contractor. Additional information is provided in Section 11-18 of these Special Provisions. 12/00

11-37 TACK COAT: The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall abut any hot mix asphaltic concrete. The tack coat shall be a liquid asphalt complying with the specifications of the Asphalt Institute for SS-1h, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface. 2/98

11-38 ASPHALTIC PRIME COAT: A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be a liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square

yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete. 2/98

11-39 REINFORCING STEEL: All reinforcing steel used on this project shall comply in all respects to Item 440, "Reinforcing Steel" of the STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES, as adopted by the Texas Department of Transportation on 1 March 1993. Payment for reinforcing steel shall be considered subsidiary to the various bid items. 4/94

11-40 TEMPORARY BATCH PLANT: If the Contractor chooses to construct a temporary batch plant, the following conditions (at a minimum) must be satisfied prior to approval from the City.

1. Batch plant must be permitted by Texas Air Control Board. Evidence must be presented.
2. Batch plant must be permitted by Environmental Protection Agency (EPA). A copy of Notice of Intent (NOI) and Storm Water Pollution Prevention Plan must be on the premises.
3. Location map must be provided indicating routes for raw material delivery.
4. Location map must be provided indicating that the nearest recreational area, school, or residence is located at least 300 feet away.
5. Letter of Permission must be provided by the City of Arlington of the property (on which the batch plant is to be constructed) requiring that the contractor leave the site in as good or better condition.
6. The start and stop dates for operation of the plant must be provided.
7. It must be stated that the batch plant will be used to provide concrete for no other project(s) without written approval from the City of Arlington.

No additional pay will be made for the temporary batch plant. 12/00

11-41 TESTING REQUIREMENTS: The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Arlington. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor. 8/89

11-42 CONCRETE VALLEY GUTTERS: All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on eighteen inch (18") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface. 12/00

11-43 CONCRETE DRIVEWAYS: Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers both ways, or #4 bars on eighteen inch (18") centers both ways. An approved curing compound shall be applied to the surface.

The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense. 12/00

11-44 RECONSTRUCT DRIVES: Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction. 8/89

11-45 CONCRETE SIDEWALKS:

- A. **MATERIALS:** Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.

- B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot across the sidewalk toward the street. All forms shall remain in place at least twenty-four(24) hours.

The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.

Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.

Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.

The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Arlington typical details and shall be paid on a linear foot basis for various wall heights up to four foot (4'). When specified to be constructed as separate items, the limits of pay for the sidewalk shall be all of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.

6/01

11-45A BARRIER FREE RAMPS: Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). All ramps shall be constructed

with 4" x 8" x 2¼" ADA complaint detectable warning pavers in Antique (shade #32) as manufactured by Whitacre-Greer or in River Red as manufactured by Pavestone or approved equal. The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. The ramps shall be paid for based on the unit price bid for each type ramp. The concrete below the pavers and the bedding sand shall be subsidiary to the price bid for ramps. 12/02

11-46 CONCRETE MEDIANS: All concrete for concrete medians and median noses shall have a minimum thickness of four inches (4"). Reinforcement shall be #3 bars on 18" centers both ways or as shown on the plans. All Class "C" concrete shall have a minimum cement content of six (6) sacks per cubic yard and a minimum compressive strength at 28 days of 3,600 pounds per square inch. Redwood expansion joints shall be placed at the end of the nose radius and at every 40 feet. Curing shall be in accordance with Special Project Specification Section 12-3 "Membrane Curing." Curing and reinforcement shall be considered subsidiary to the various bid items. 12/00

11-47 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES: The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes furnished by the City of Arlington Field Operations Office – 1100 S.W. Green Oaks Boulevard, as directed by the engineer or his representative. Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be replaced with a concrete box, furnished by the City. The box shall be set to the finished grade of the sidewalk. Water service and meter box adjustments (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box relocations (horizontal and vertical) shall be paid for separately in the PROPOSAL. As directed by the inspector, each meter adjustment or relocation shall be surveyed and a Grade Verification Sheet shall be completed by the Contractor and inspector. 12/00

11-48 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES: All water valves, sanitary sewer manholes, and cleanouts will be marked and located by the engineer and/or his representative prior to the start of construction. Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately

one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts that were previously located for him by the inspector. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid (Vulcan V-1342-1) furnished by the City of Arlington Field Operations Office at 1100 S.W. Green Oaks Boulevard, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where hot mixed asphaltic concrete is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout that has previously been located for him, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Arlington.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with grade rings. Adjustments over 12 inches shall be accomplished using pre-cast or cast in place manhole sections. 12/00

11-49 REINFORCED CONCRETE PIPE: Pipe for storm sewers and culverts shall conform to the latest specifications for "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe," A.S.T.M. Designations. All pipe shall be machine made by a process

which will provide for uniform placement of zero slump concrete in the form of compaction by mechanical devices which will assure a dense concrete in the finished product. All excavation, bedding, jointing, and backfilling shall be done in accordance with the specifications outlined in Sections 501.6, 504.3, and 504.4 of the COG Specifications except as modified by these Special Provisions.

The contractor will be required to furnish and use a laying schedule supplied by the manufacturer showing location of all bends, fittings, and beveled end joints required to accurately construct the system, including curves, as shown on the plans. The pipe will not be laid until the laying schedule has been reviewed and accepted by the City for construction purposes.

The laying schedule shall be based on all pipe joints constructed to the "home" or normal position and the distance between the ends of adjacent pipe sections will be essentially uniform around the periphery of the pipe. OMNI-FLEX® (or approved equal) joint sealer shall be used on all joints and the joint gap range shall not exceed the OMNI-FLEX® recommendations for curved or straight sections.

Payment for all reinforced concrete pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, backfilling and OMNI-FLEX® (or approved equal) joint sealer. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for reinforced concrete pipe.

After the trench has been cut to depth below the barrel of the pipe, the bedding shall be brought up to a point slightly above the grade. Bell holes shall be formed, a trough scooped out to grade and the pipe laid and jointed as specified.

The pipe shall be bedded in a minimum of four inches (4") of crushed stone for pipe up to 60 inches and six inches (6") for pipe 66" and larger except in rock or in wet or unstable trenches where an additional 3 inches of crushed stone will be added to the standard bedding requirements. Crushed stone shall meet C.O.G. 504.2.2 Standard Crushed Rock - Aggregate Grade 4. River rock/gravel will be allowed as long as it meets this gradation requirement.

After the pipe has been laid and the joints made, granular material of a quality satisfactory to the engineer shall be placed from the bottom of the pipe to the **top** of pipe. Granular material shall be defined as a free flowing, pit run sand free of stones, clay, organic material, and debris. This material shall not have a P.I. greater than 10. The material shall be placed uniformly on both sides of the pipe in order to prevent disturbance of the pipe and, if necessary, blocking shall be placed against the sides of the trench to prevent displacement of the pipe. The backfill material shall be worked under the haunches of the pipe during the time it is being placed. The material shall be

mechanically compacted to 95% standard density in lifts not to exceed eight inches (8") (loose).

For the specifications for the remaining backfill operations, see the Trench Backfill Special Provision. 7/03

11-50 CORRUGATED METAL PIPE: Corrugated metal pipe used on this project shall be bituminous coated and smooth lined helically corrugated steel pipe and pipe-arch with a continuously welded butt seam or lock seam.

The pipe shall be fabricated from flat coils. The base metal, spelter coating, and fabrication shall meet the applicable requirements of AASHTO M-36. Each pipe shall have two annular corrugations rolled in each end. Each pipe shall have two lifting lugs welded to the outside of the pipe.

<u>Pipe Diameter</u>	<u>Corrugation</u>	<u>Gage</u>
72".....	5" X 1" or 3" X 1".....	16
66".....	5" X 1" or 3" X 1".....	16
60".....	5" X 1" or 3" X 1".....	16
54".....	2-2/3" X 1/2".....	14
48".....	2-2/3" X 1/2".....	14
42" & smaller.....	2-2/3" X 1/2".....	16
Arch Pipe.....	2-2/3" X 1/2".....	16

After the ends have been rolled, the pipe shall be coated with bituminous material, inside and outside, to a minimum thickness of 0.05 inches as required by AASHTO M-190 for Type "A" coating. The pipe shall be centrifugally lined on the inside with bituminous material to form a smooth surface which fills the corrugations to a minimum thickness of one-eighth inch (1/8") above the crests of the corrugations. The bituminous lining material shall meet the requirements of AASHTO M-190. All saddle branch fittings for the storm sewer laterals shall also have coating and lining as specified for pipe.

Coupling bands shall be the same base material and spelter coating as the pipe. Bands shall be 0.064 inches thick and minimum ten and one-half inches (10-1/2") wide. Bands shall be bituminous coated and shall have two (2) corrugations for indexing in annular pipe ends. Bands 12 inch diameter through 30 inch diameter shall be one (1) piece, and 36 inch diameter through 96 inch diameter shall be two (2) piece, and 102 inch diameter through 144 inch diameter shall be three (3) piece. Band laps 12 inch diameter through 48 inch diameter shall be joined by one (1) galvanized bar, bolt, and strap connector. Band laps 54 inch diameter through 144 inch diameter shall be joined by two (2) galvanized bar, bolt, and strap connectors.

The pipe shall be placed on a bedding layer of a minimum of three inches (3") of loosely placed granular material in order to provide a stable but relatively yielding cushion for the pipe. When rock excavation is encountered this bedding layer should be increased to twelve inches (12").

Where the soil encountered at the established grade is a quicksand, muck, or unstable material, such unstable soil shall be removed and replaced with suitable stable material in uniform layers of suitable depth for compaction as directed by the engineer.

Backfilling for the metal pipe structure is a critical phase of the construction, and strict adherence to construction methods is required. After metal pipe structure has been completely assembled on the proper line and grade and headwalls constructed when required by the plan details, granular material shall be placed along both sides of the completed structures equally, in uniform layers not exceeding six inches (6") in depth (loose measurement), wetted if required and thoroughly compacted between adjacent structures and between the structures and the sides of the pipe. Granular material, as used in this section, shall be defined as a free flowing pit run sand, free of stones, clay, organic material, and debris. This material shall have a P.I. less than ten (10). Above the three-fourths point of the structure, the fill shall be placed uniformly on each side of the pipe layers not to exceed twelve inches (12").

For backfilling, until a minimum cover of twelve inches (12") is obtained, only hand operated tamping equipment will be allowed within vertical planes two feet (2') beyond the horizontal projection of the outside surfaces of the structure. Backfill shall be compacted to 90% of Standard AASHTO Density (ASTM D698).

Unless otherwise shown on the plans or permitted in writing by the engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four feet (4') of permanent or temporary, compacted fill is in place. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at no additional cost.

During the backfilling operations, special emphasis is placed on the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care will be taken to ensure proper backfill under the structure.

Prior to adding each new layer of loose backfill material, until a minimum of twelve inches (12") of cover is obtained, an inspection will be made of the inside periphery of the structure to determine any local or unequal deformation caused by improper construction methods. If, in the opinion of the engineer, any pipe becomes deformed during backfilling operation or as result of subsequent circumstances during the project, the Contractor shall correct such deformation at his own expense and at the direction of the engineer.

Any and all scratches, scrapes or other damage to the bituminous coating and lining of the pipe shall be repaired by recoating or otherwise as directed by the engineer.

Payment for all Smooth Lined Corrugated Steel Pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation. 12/00

11-50A HIGH DENSITY POLYETHYLENE PIPE (HDPE)

This item shall govern the furnishing and installation of all High Density Corrugated Polyethylene Smooth Wall Pipe and associated fittings necessary for constructing all storm drain facilities, all of which shall conform to AASHTO M-294 specification for High Density Corrugated Polyethylene Pipe and Fittings. The pipes shall be of the sizes, types, and dimensions shown on the plans and shall include all connections and joints to new or existing pipes, storm sewer manholes, inlets, headwalls, and other appurtenances as may be required to complete the work. High Density Polyethylene Corrugated Smooth Wall Pipe may be used when HDPE is shown on the plans or awarded as an alternative item to Reinforced Concrete Pipe (RCP).

The pipe and fittings shall be manufactured by extrusion or molding methods as called for in AASHTO M294. High density polyethylene material shall meet the requirements of ASTM D 3350 Cell Classification 335420C.

Trench width shall be the minimum for proper placement and compaction of embedment and backfill.

Embedment material shall be crushed rock with the following gradation:

0% retained on 1¼ inch
95-100% retained on #10

Depth of bedding material below the pipe shall be four inches minimum (6 inches in rock cuts) for all pipe sizes, unless otherwise directed by the engineer or shown on the plans. For specifications for the remaining backfill operations, see the Trench Backfill Special Provision.

Manufactures recommendations for connection methods and materials necessary to accomplish tight and secure joints shall be strictly followed. This includes HDPE connections or HDPE to reinforced concrete pipe. When a connection occurs between HDPE and RCP, a concrete collar shall be used as shown in Standard Construction Details.

Minimum pipe stiffness at 5% deflection shall be as stated within AASHTO M294 when tested according to ASTM D 2412. The contractor shall provide written certification

from the manufacturer that the pipe and related fittings meet the minimum requirements within AASHTO M294. The pipe and fittings may be rejected for failure to meet any of this specification, and may be retested to establish conformity in accordance with the specification.

Payment for HDPE shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation, including excavation, bedding, jointing, and backfilling. The cost of constructing concrete collars shall be considered subsidiary to the unit prices bid for HDPE. 5/97

11-50B ALUMINIZED STEEL TYPE 2 COATED SPIRAL RIB METAL PIPE (SRMP): All of the ALUMINIZED Steel Type 2 materials used in the pipe shall be manufactured to conform to the current AASHTO M36 specifications. The external helical corrugation pattern of the pipe shall be $\frac{3}{4}$ " x $\frac{3}{4}$ " x 7- $\frac{1}{2}$ " and have sectional properties per Section 12.5.4.1 of Highway Bridges Division 1-Design.

The round pipe shall conform to the Type IR pipe classification per AASHTO M36: Culvert pipe, circular section, single thickness of sheet, helical ribs projecting outwardly.

Pipe-arch shall conform to the Type IIR pipe classification per AASHTO M36: Type 1R pipe which has been reformed into a pipe-arch having an approximately flat bottom.

The pipe shall be formed from an ALUMINIZED Steel Type 2 coil and conform to the current AASHTO M274 (and ASTM A819) material specification. The manufacturer of the pipe shall provide the Engineer with certification of compliance with the AASHTO M274 specification. The pipe shall be designed in accordance with the current ASTM A796 effective sectional properties.

Connecting bands shall be 12-inch wide hugger type bands made from same material as pipe or Contech QuickStab Joint connection band made from same material as pipe with fluted gasket. Gage shall be two less than pipe gage with a minimum of 18 gage.

Payment for all Spiral Rib Metal Pipe shall be based on the contract unit price bid per linear foot of pipe measured along the centerline of the pipe in the trench and shall be full compensation for all labor and materials necessary to make the complete installation. 2/02

11-51A MECHANICALLY COMPACTED TRENCH BACKFILL SPECIFICATIONS: After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as

determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.

For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

The City of Arlington shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

Payment shall be subsidiary to unit prices bid for pipe.

12/00

11-51B FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. FLOWABLE BACKFILL: Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

- B. MODIFIED FLOWABLE BACKFILL: Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

C. Flowable backfill will be allowed for the following:

Backfill	Structural Fill	Miscellaneous Uses
•Bridge abutments	•Road base	•Abandoned sewer mains
•Box culverts	•Pipe bedding	•Soil erosion
•Sewer trenches	•Mud jacking	•Slope stabilization
•Utility trenches		•Abandoned tank fill
•Conduit trenches		

12/00

11-52 CONCRETE: Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, \pm 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to COG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

- A. FORM CURING: Forms left in place in contact with the concrete.
- B. WATER CURING: Water curing using either wet mats, water spray or ponding.
- C. MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days. 7/03

11-53 REINFORCED CONCRETE BOX CULVERT: Although the PROPOSAL has indicated an item for reinforced box culverts to be paid for by the cubic yard, the Contractor may install an approved precast reinforced box culvert. Cast in place box culvert shall be constructed in accordance with TxDOT Item 462. The precast section shall be designed in accordance with COG 501.6.2. If multiple precast box sections are used, the void space between culvert walls shall be backfilled using flowable fill of at least 600 psi concrete. Flowable fill will not be paid for directly, but will be considered subsidiary to other items of construction.

Measurement for payment shall be by the cubic yard of box culvert, complete in place including reinforcing steel. If precast box sections are used, the actual volume of concrete in the precast section will not be used for measurement. The cubic yards shall be calculated using the length measured between the ends of the culvert barrel along the central axis as installed or constructed. The cubic yards will then be converted from linear feet to cubic yards using the conversion charts shown on the Standard Details or on the plans.

See Section 11-49 REINFORCED CONCRETE PIPE for joint make-up and joint sealer specifications.

Payment shall be for box culvert complete in place. Payment shall be full compensation for furnishing all materials, labor and incidentals and performing all work necessary to complete the work including excavation and backfill.

The box culvert shall be bedded on a minimum of six inches (6") of crushed stone except in rock or in wet conditions where an additional three inches (3") of crushed stone will be added to the standard bedding requirements. 7/03

11-54 UNCLASSIFIED CHANNEL EXCAVATION: Channel excavation shall be in accordance with COG Specifications. Any fill required to bring the channel to the required lines, grades and cross-sections will be subsidiary to this pay item.

If the channel is to be lined with concrete, the sides and bottom of the channel shall be kept at the existing moisture level after excavation and prior to placement of concrete. Moisture level shall be maintained by manual watering or other approved method. Cost of maintaining moisture level shall be considered subsidiary. 12/00

11-55 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: Manholes and inlets shall be constructed to the size and location shown on the plans. Construction shall be in accordance with Item 465, "Manhole and Inlets" of the 1993 Texas Department of Transportation Specifications except as noted on the plans or in these Special Provisions. Payment shall be made for the manholes, inlets, and other drainage structures complete in place at the unit price bid in the PROPOSAL. The payment shall include all work and materials necessary to complete the structure, including excavation and backfill. No additional pay will be made for manhole ring and lid, or grade rings. No precast manholes or inlets will be allowed unless approved by the engineer prior to construction. 12/00

11-56 CURB INLET: The unit prices bid for curb inlets shall include all structural excavation, Class "A" Concrete, reinforcing steel, manhole rings and covers, transition curb and gutter as shown, and backfilling. Providing neat lines can be cut in the soil, outside forms will not be required from the bottom to the construction joint. All inlets will be backfilled by mechanically tamping native material in layers not exceeding six inches (6") in compacted thickness to at least ninety-five percent (95%) of Standard Proctor density (ASTM D 698).

Inlet tops shall not be cast until pavement is complete. Manhole lids shall be tack welded in place with three to four equally spaced one-inch welds. 12/00

11-57 BACKFILL & BACKFILL MATERIAL: Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of

proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11-58 "Topsoil." 12/00

11-58 TOPSOIL: A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

The City of Arlington retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing) <u>Loam</u>	(% Passing) <u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

12/00

11-59 5" REINFORCED CONCRETE RIPRAP: Concrete riprap shall be used, at the direction of the engineer, for slope protection as needed. This work shall be paid for at the price bid per square yard, which price shall include all excavation, slope grading and shaping, concrete, and reinforcing steel, necessary for completion of this item. Reinforcing steel shall be #3 bars on eighteen inch (18") centers both ways. 12/00

11-60 HYDRO-MULCH SEEDING:

- A. **DESCRIPTION:** This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.
- B. **MATERIALS:** The type seed used shall be in accordance with COG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.
- C. **PLANTING SEASON:** Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.
- D. **CONSTRUCTION METHODS:** The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in COG Specification 202.6 except as hereinafter described:
1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.
- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit bid, complete in place.

- F. PAYMENT: The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. ESTABLISHMENT AND ACCEPTANCE OF SEEDING: Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City of Arlington may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass**: A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded. Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. POST-PLANTING MAINTENANCE: Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.
- I. FERTILIZER: (Subsidiary to Seeding Item)
1. **Description**: This item shall consist of providing and distributing fertilizer over the seeded areas.
 2. **Materials**: Shall be in accordance with COG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
 3. **Construction Methods**: The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding. 3/04

11-61 SODDING: For this project, sodding shall be in conformance with Special Provisions, Section 14, Landscaping Specifications. Payment for sodding shall include the cost of all fertilizer and water. No separate payment will be made for fertilizer and sprinkling. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans. 12/00

11-62 SLOPE EROSION CONTROL: Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

Length	- approximately seventy-five (75) yards.
Width	- forty-eight (48") inches (\pm one inch).
0.78 warp ends per width of cloth.	
Forty-one (41) weft ends per yard.	
Weight of cloth	- 1.22 pounds per linear yard (\pm 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work. 12/00

11-63 STEEL GUARD RAIL: For this project, the steel guard rail shall be "Galvanized Steel Beam Guard Fence" conforming to the details shown on the plans and to the requirements of Item 560, "Metal Beam Guard Fence," of the Standard Specifications for Construction of Highways, Street, and Bridges, as adopted by the Texas Department of Transportation on March 1, 1993. 4/94

11-64 CLEANUP: It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract. 12/00

11-65 FINAL INSPECTION: The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made. 8/89

11-66 TOWING OF VEHICLES: The Contractor shall follow applicable City of Arlington Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction. 12/00

11-67 TRAFFIC SIGNAL CONDUIT:

- A. **MATERIAL:** All plastic conduit shall be schedule 40, rigid, high impact polyvinylchloride, conforming to Federal Specification W-C-1094 and Underwriters' Laboratories, Inc., Standard UL=651.

- B. CONSTRUCTION METHODS: Prior to the installation of conduit, the City of Arlington shall be notified so that a representative may be present to inspect the installation of the conduit. Failure to contact the City of Arlington shall constitute grounds for rejecting conduit which has been installed without the presence of a representative of the City of Arlington.

All conduit shall be placed in accordance with line and grade, details and dimensions as shown on the plans, or as directed by the engineer. All ends of pipe shall be reamed to remove burrs. All splicing of conduit shall be done by using standard couplings manufactured for this purpose. All bare ends of conduit for future connections by others shall be capped with standard conduit caps. The location of ends of all conduit for future electric circuits in structures shall be marked by a "Y" at least three inches (3") high, cut into the face of curb, gutter or wall directly above the conduit.

All conduit shall be placed a minimum of six inches (6") below the bottom of the pavement base, ten inches (10") for non-metallic conduit and in no case shall be of a greater depth than thirty inches (30") measured from the top of curb. Installation under existing pavements may be accomplished by jacking, tunneling, or drilling. Conduit shall extend six inches (6") behind back of curb unless otherwise called for on the plans.

Conduit in medians shall be placed in the median at a depth of eighteen inches (18") to thirty inches (30") as shown on the plans. Where pull boxes or junction boxes are required in medians which are to be surfaced, they shall be installed by the Contractor at the location and grade as shown on the plans or as directed by the engineer.

All necessary fittings for proper installation of conduit in the pull-box shall be furnished and installed by the Contractor. Where it is required that pull-boxes be installed, the conduit shall be fitted with standard ninety degree (90°) ell fittings to enter the pull-box from the bottom. A nipple shall be attached to the ell of sufficient length so that the distance from the top of the pull-box to the end of the nipple shall be eight inches (8").

A No. 9 galvanized pull wire shall be placed in all conduit; and prior to the placement of paving, the wire shall be moved back and forth to ensure that the conduit is free from obstructions. Before final acceptance of the conduit work, this method of checking shall again be incorporated to ensure that the paving operations have not rendered the conduit useless. It shall be the Contractor's responsibility to remove and replace all damaged conduit at his own expense.

All plastic conduit shall have factory bends.

Conduit locations shown on the plans are for bidding purposes only and may be changed with permission of the City of Arlington to avoid underground obstacles. The Contractor shall furnish and install conduit to an electrical service point to be determined by the City of Arlington prior to the beginning of construction.

- C. MEASUREMENT AND PAYMENT: Conduit of the size specified on the plans shall be measured by the linear foot along the main line of conduit. Fittings shall not be measured directly but shall be considered subsidiary to this item.

Conduit, as measured in this item, shall be paid for at the unit price bid for "conduit" of the size specified, which prices shall be full compensation for furnishing and installing all conduit, for all excavation, for all gravel backfill, for furnishing and installing all fittings, for furnishing and installing pull-boxes, and for all labor, materials, tools, equipment, and incidentals necessary to complete the work. 8/01

11-68 SPRINKLER RELOCATIONS: Sprinkler relocations may be required on this project. Either the City of Arlington or the Contractor shall be responsible for sprinkler relocations. Regardless, prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount has been included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Arlington of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if feasible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. The amount of the invoice plus 15% will be paid on the next monthly estimate. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

If the City is responsible, the Contractor shall forward the documentation of the sprinkler systems to the inspector. When construction activity approaches a sprinkler system, the Contractor shall provide the inspector seven days notice to allow for relocation of the sprinkler system. 12/00

11-69 PROJECT SIGNS: The Contractor on this project shall provide and erect up to six (6) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

A City of Arlington logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project. 8/02

11-69A SIGNS FOR BUSINESSES: Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs. 10/02

11-70 USE OF CITY PARKS: The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made. 12/91

11-71 STORM WATER MANAGEMENT:

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to the engineer 72 hours prior to the start of any construction activity on projects 5 acres and larger. The engineer will jointly submit the Contractor's and City's NOI to TCEQ 48 hours prior to the start of any construction activity. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to the engineer 72 hours prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
4. Information on endangered species and critical habitat.
5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.

- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
 - 1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 - 2. SWPPP including any revisions.
 - 3. Copy of the TPDES General Permit TXR150000.
 - 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 - 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 - 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to the engineer within 30 days of project completion on all 5 acre or larger projects. The engineer will jointly submit the Contractor's and City's NOT to TCEQ.
- E. A lump sum bid item and dollar amount has been included in the PROPOSAL to pay the Contractor for providing the physical erosion/pollution control measures

throughout the duration of the construction contract, as delineated in the approved SWPPP. The dollar amount provided in the PROPOSAL is only an estimate of the total cost. The actual amount to be paid to the Contractor shall be agreed upon in writing by the Contractor and the City after the SWPPP has been submitted and approved, but prior to beginning construction. The agreed upon dollar amount for this item shall be based upon the Contractor's cost of providing materials, equipment, and labor necessary to perform the work as detailed on the SWPPP, plus 15 percent to compensate the Contractor for overhead and profit. This amount includes removal of all items and structures constructed for storm water pollution protection. Monthly payment for this item shall be based on a percentage of work completed.

- F. The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any money due or to become due to the Contractor. 4/04

11-71A STORM WATER MANAGEMENT:

- A. This project is subject to the Environmental Protection Agency's (EPA) General Permit requirements for construction projects, through the National Pollutant Discharges Elimination System (NPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to the engineer 72 hours prior to the start of any construction activity. The engineer will jointly submit the Contractor's and City's NOI to EPA 48 hours prior to the start of any construction activity. The information contained in the NOI shall be in accordance with the NPDES General Permit Regulations.

A storm water pollution prevention plan (SWPPP) has been included in the plans, and bid items for the proposed erosion/pollution control measures have been included in the bid proposal. The bid prices for the control measures shall include all costs necessary to provide materials, equipment, and labor necessary to install, maintain and remove all control measures.

The SWPPP includes all areas on the project that require protection. It is the Contractor's responsibility to install the control measures at the appropriate time to coincide with the Contractor's proposed project schedule and phasing. If the Contractor feels additional control measures not shown on the SWPPP are necessary due to phasing plans, it is the Contractor's responsibility to indicate such in a written request to modify the SWPPP prior to start of construction. The engineer

will evaluate the request and, if approved, will negotiate an appropriate change order, if necessary.

- B. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NPDES permit number or NOI if permit number is not assigned.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the NPDES General Permit as published in the *Federal Register*.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- C. A Notice of Termination (NOT) must be submitted to the engineer within 30 days of project completion. The engineer will jointly submit the Contractor's and City's NOT to EPA.
- D. **The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site**

within seven days. In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any money due or to become due to the Contractor. 12/00

11-72 GPS 3-D TOP SECURITY ROD MONUMENT SYSTEM: N/A

11 -73 FINAL QUANTITIES: The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project. 12/00

11-74 PUBLIC MEETING: Prior to start of construction, a public meeting will be held for this project. The purpose of the meeting will be to explain the project to affected citizens and answer questions. A representative of the Contractor, knowledgeable of the project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions. 12/00

11-74A PARTNERING MEETING: A Partnering Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Arlington representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Arlington's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Arlington, and the affected property owners/occupants. 10/02

11-74B CONSTRUCTION MEETING: Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings. 10/02

11-75 TEMPORARY STREET REPAIR FOR STORM DRAIN: A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the

work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item. 3/00

11-76 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS: The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements. 12/00

11-77 RESTORATION OF EXISTING PAVED SURFACES: The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various bid items on this contract. 10/02

11-78 PORTLAND CEMENT TREATED SUBGRADE:

Description. This item shall govern for treating subgrade, by the addition of portland cement and mixing and compacting the treated material to the required density, as herein specified and in conformity with the typical sections, lines, grades and thickness as shown on the plans or as established by the engineer.

Portland cement shall be Type I of a standard brand.

EQUIPMENT:

General. The machinery, tools, and equipment necessary for proper prosecution of the work shall be on the project and approved by the engineer prior to beginning work on this item.

All machinery, tools, and equipment used shall be maintained in a satisfactory working condition.

CONSTRUCTION METHODS:

General. The completed course shall be uniformly treated, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and shall have a smooth surface.

Preparation of Subgrade or Existing Base. Prior to scarifying or pulverizing existing material, the subgrade or existing base shall be shaped to conform to the typical sections as shown on the plans or as established by the engineer. This work shall be done in accordance with the provisions of the applicable bid Items. When shown on the plans, any existing asphaltic concrete pavement shall be removed and paid for in accordance with the applicable bid items.

When shown on the plans and when directed by the engineer, the contractor shall proof roll the roadbed before pulverizing or scarifying existing material. Soft spots shall be corrected as directed by the engineer.

When the contractor elects to use a cutting and pulverizing machine that will process the material to the plan depth, the contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall be of such design that a visible indication is given at all times that the machine is cutting to the proper depth.

In lieu of using the cutting and pulverizing machine, the contractor shall excavate and windrow the material to expose the secondary grade to the typical sections, lines and grades as shown on the plans or as established by the engineer. Then the windrowed material shall be uniformly replaced before cement is applied.

Pulverization. The existing material as shown on the typical section shall be pulverized so that a minimum of 80 percent shall pass the No. 4 sieve.

When shown on the plans or approved by the engineer, this pulverization requirement may be waived when the material contains a substantial amount of aggregate.

Application of Cement. The amount of cement to be added will be shown on the plans.

Cement shall be spread only in that area where the mixing, compacting, and finishing operations can be completed during the same working day.

Unless otherwise approved by the engineer, the cement treatment operation shall not be started when the air temperature is below 40 F and falling, but may be placed when the air temperature is above 35 F and rising. The temperature will be taken in the shade and away from artificial heat. Cement shall not be placed when weather conditions in the opinion of the engineer are unsuitable.

The cement shall be spread by an approved spreader or by bag distribution. It shall be distributed at a uniform rate and in such a manner as to reduce to a minimum the scattering of cement by wind. Cement shall not be applied when wind conditions, in the opinion of the engineer, are such that blowing cement becomes objectionable to adjacent property owners or dangerous to traffic.

Mixing. Only single or multiple soil stabilizer mixers shall be used.

After any required mixing of the material(s), the cement shall be dry mixed with the material(s) prior to the addition of water. Immediately after dry mixing, water shall be uniformly applied. After mixing, the mixture shall be in a loose evenly spread state ready for compaction. The mixture shall be mixed and compacted in one (1) lift.

Compaction Methods. Compaction shall continue until the entire thickness of the mixture is uniformly compacted.

Compaction shall be completed within two (2) hours of the addition of water to the dry mixed material.

The treated material shall be sprinkled and rolled as directed by the engineer. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and re-compacting at the contractor's expense.

Should the material lose the required stability, compaction or finish before the next course is placed or the project is accepted, it shall be removed and replaced, unless otherwise approved by the engineer. Removal and replacement will be at the contractor's expense.

Density Control.

Unless otherwise shown on the plans, the course shall be sprinkled as required herein and compacted to the extent necessary to provide not less than 95 percent standard Proctor Density.

When the material fails to meet the density requirements or should the material lose the required stability, density or finish before the next course is placed or the project is accepted, the treated material shall be removed and replaced, unless otherwise approved by the engineer. Removal and replacement with acceptable treated material will be at the contractor's expense.

Finishing. Immediately after compaction, the surface of the mixture shall be clipped, skinned, or tight bladed by a maintainer or subgrade trimmer to a depth of approximately 1/4", removing all loosened materials. The loosened materials shall be disposed of at the contractor's expense and at a location approved by the engineer. The surface shall then be rolled with a pneumatic tire roller, adding small increments of moisture as needed during rolling.

Throughout this operation, the shape of the course shall be maintained and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the plans or as established by the engineer.

Curing. The completed section shall be moist cured for three (3) days or prevented from drying by addition of an asphalt material at the rate of 0.05 to 0.20 gallon per square yard as determined by the engineer. The asphalt used shall be of the type and grade shown as on the plans or as approved by the engineer.

Tolerances. Tolerances shall conform to the following:

Density Tolerances. The engineer may accept the work providing not more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided the failing test is no more than three (3.0) pounds per cubic foot below the specified density.

Moisture Tolerances. The percentage of moisture in the mixture at the beginning of compaction shall be within \pm two (2.0) percentage points of optimum unless otherwise approved by the engineer. If the percentage of moisture is outside the allowable tolerance, the contractor shall adjust operations to meet this requirement.

Grade Tolerances. In areas on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section and 1/4 inch in 16 feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping, and compacting by sprinkling and rolling.

Measurement. This item will be measured as follows:

Cement treated subgrade will be measured by the square yard of the surface area to the lines and grades shown on the typical sections.

Cement will be measured by the ton of 2000 pounds, dry weight.

Payment. The work performed and materials furnished in accordance with this Item will be paid for at the unit price bid for "Cement treated subgrade". "Cement" will be paid for at the unit price bid per ton of 2000 pounds, dry weight. This price shall be full compensation for shaping existing material, loosening, proof rolling, pulverizing, providing cement, spreading, road mixing, compacting, blading, shaping, finishing, curing including curing materials, replacing if required, and for all mixing water, labor, tools and incidentals necessary to complete the work except as otherwise provided for in this specification.

06/05